

**Staff  
Summary  
Report**

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**To: Mayor & City Council  
Through: City Manager**

**Agenda Item Number** *14*  
**Meeting Date** 05/17/2001

**SUBJECT: MISCELLANEOUS**

**PREPARED BY:** STEVE HORSTMAN, ENGINEERING ASSOCIATE (350-8817)

**REVIEWED BY:** NEIL MANN, DEPUTY PW MANAGER/CITY ENGINEER (350-8250)

**BRIEF:** Authorize execution of a development agreement with MCW ROOSEVELT, L.L.C., an Arizona limited liability company, to reimburse the developer for costs of public infrastructure improvements in conjunction with the development of the Brownstones at Hyde Park.

**COMMENTS: SOUTHWEST QUADRANT DOWNTOWN TEMPE (0403-02-04)**  
Authorize execution of a development agreement with MCW ROOSEVELT, L.L.C., an Arizona limited liability company, to reimburse the developer for costs of public infrastructure improvements in conjunction with the development of the Brownstones at Hyde Park..

**Document Name:** (20010517PWDR05) Supporting Documents: Yes

**SUMMARY:** In conjunction with the development of the Brownstones at Hyde Park, located at 589 South Roosevelt Street, the City is requesting that certain improvements be constructed within City right of way. The developer is willing to incorporate these improvements into their project if the City will reimburse the developer in an amount not to exceed the costs of said public infrastructure improvements.

**FISCAL NOTE:**

Funding for this project will come from operating budget year-end savings in an amount not to exceed \$152,365.40.

**RECOMMENDATION:**

That the City Council authorize execution of a development agreement with MCW ROOSEVELT, L.L.C., an Arizona limited liability company, and authorize the Mayor to execute any necessary documents.

Approved by Howard C. Hargis, Public Works Manager

**MCW ROOSEVELT, L.L.C.  
DEVELOPMENT AGREEMENT  
THE BROWNSTONES AT HYDE PARK  
(6<sup>TH</sup> STREET AND ROOSEVELT DRIVE)**

**C 2001-\_\_\_\_\_**

This Development Agreement was executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the CITY OF TEMPE, ARIZONA, an Arizona municipal corporation (which, together with any successor, public body or officer hereafter designated by or pursuant to law, is hereinafter referred to as "City"), and MCW ROOSEVELT, L.L.C., an Arizona limited liability company (hereinafter referred to as "Developer").

**R E C I T A L S:**

- A. Arizona Revised Statutes §9-500.05 authorizes the City to enter into a Development Agreement with a land owner or any person having an interest in real property located in the City.
- B. The Developer owns certain real property within the City of Tempe as shown on **Exhibit "A"**, a copy of which is attached hereto and incorporated herein.
- C. Development of the property requires the construction of certain public improvements adjacent to the site.

NOW, THEREFORE, for the consideration set forth in this agreement, the sufficiency of which is acknowledged by the parties, the City and Developer hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by reference.
- 2. **Bid process.** The Developer shall comply with Arizona Revised Statutes §34-201 regarding notice of intention to receive bids and furnish copies of all bids, materials, etc., which are submitted for determining the costs of said improvements.
- 3. **Use permits.** After City approval of the costs submitted, the contractor(s) selected for construction of the public improvements shall obtain the appropriate permits for work in public rights-of-way from the City of Tempe Engineering Division.
- 4. **Infrastructure reimbursements.** Within thirty (30) business days after receipt by the City of written notice from the Developer of the completion of the work, as set for in **Exhibit "B"**, the City shall reimburse the Developer in an amount not to exceed the \$153,365.40.

5. **Notices.** Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or of the second business day after mailing by United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To City:                      City Manager  
                                    City of Tempe  
                                    31 East Fifth Street  
                                    3<sup>rd</sup> Floor  
                                    Tempe, AZ 85281

Copy to:                     City Attorney  
                                    City of Tempe  
                                    31 East Fifth Street  
                                    Tempe, AZ 85281

To Developer:              MCW ROOSEVELT, L.L.C.

\_\_\_\_\_  
\_\_\_\_\_

Copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has signed same, on or as of the day and year first above written.

CITY OF TEMPE, ARIZONA, an Arizona municipal corporation

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

MCW ROOSEVELT, L.L.C.  
an Arizona limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

# EXHIBIT A

LEGAL DESCRIPTION  
BROWNSTONE AT HYDE PARK  
NET PROPERTY TO BE SUBDIVIDED  
FFENG JOB NO. 243-01

A PORTION OF LOT 2, TRACT 11 OF STATE PLAT NO. 12 AMENDED PER BOOK 69 OF MAPS, PAGE 38, MARICOPA COUNTY RECORDS; LOTS 12, 13, 14, 15 AND 16, TRACT 10 OF STATE PLAT NO. 12 AMENDED PER BOOK 69 OF MAPS, PAGE 38, MARICOPA COUNTY RECORDS; LOT 3 AND PART OF LOT 4, TRACT 11 OF STATE PLAT NO. 4 PER BOOK 20 OF MAPS, PAGE 35, MARICOPA COUNTY RECORDS; THAT PART OF 6<sup>TH</sup> STREET, STATE PLAT NO. 12 AMENDED PER BOOK 69 OF MAPS, PAGE 38, MARICOPA COUNTY RECORDS AS ABANDONED BY THE CITY OF TEMPE ORDINANCE NO. 869 AS RECORDED IN DOCKET 16513, PAGE 144 AND DOCKET 13361, PAGE 141, MARICOPA COUNTY RECORDS, ALL BEING SITUATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16, THENCE S 89° 57' 55" E, ALONG THE NORTH LINE OF SAID TRACT 10, A DISTANCE OF 250.08 FEET;

THENCE S 00° 15' 17" E, ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 182.68 FEET;

THENCE N 89° 58' 30" E A DISTANCE OF 159.94 FEET;

THENCE S 00° 14' 11" E, ALONG A LINE 20.00 FEET WEST OF AND PARALLEL TO THE MONUMENT LINE OF WILSON STREET, A DISTANCE OF 119.25 FEET;

THENCE S 89° 58' 37" E A DISTANCE OF 20.00 FEET;

THENCE S 00° 14' 11" E, ALONG SAID MONUMENT LINE OF WILSON STREET, A DISTANCE OF 104.44 FEET;

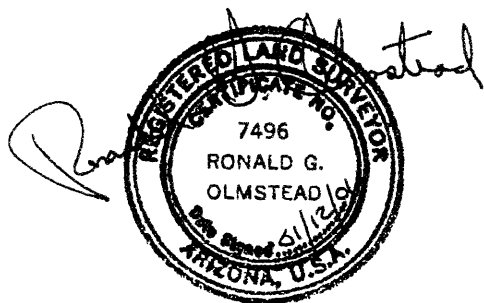
THENCE N 89° 58' 56" W, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 264.93 FEET;

THENCE S 00° 15' 27" E A DISTANCE OF 104.46 FEET;

THENCE N 89° 59' 15" W, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 175.00 FEET;

THENCE N 00° 15' 27" W, ALONG A LINE 20.00 EAST OF AND PARALLEL TO THE MONUMENT LINE OF ROOSEVELT STREET, A DISTANCE OF 510.81 FEET;

THENCE S 89° 57' 55" E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.



## EXHIBIT B

## CONSTRUCTION COST ESTIMATE

Project

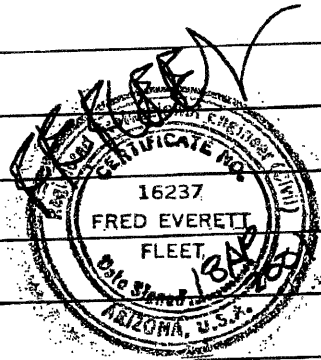
243-01 Tempe Brownstones

Date

18-Apr-01 9:30am

## TIMATED PUBLIC IMPROVEMENT FEES

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pavement 2" AC/7" ABC (Roosevelt/Wilson/6th St.)	2131	SY	\$12.00	\$ 25,572.00
Cement Drive 4" PCC/4" ABC (Alley)	580	SY	\$15.00	\$ 8,700.00
Sidewlaks 6' wide (MAG Std. Dtl. 230)	8550	SF	\$1.50	\$ 12,825.00
6" vert. curb & gutter (MAG Std. Dtl. 220, Type "A")	1389	LF	\$8.00	\$ 11,112.00
Concrete Aprons (MAG Std. Dtl. 240)	1044	SF	\$2.00	\$ 2,088.00
Concrete Driveway Entrance (City of Tempe Std. Dtl. T-320)	1683	SF	\$2.00	\$ 3,366.00
Concrete Alleyway Entrance (MAG Std. Dtl. 262)	38	SF	\$2.00	\$ 76.00
Brick Paver on Sand	1668	SF	\$8.00	\$ 13,344.00
Brick Header	302	LF	\$6.00	\$ 1,812.00
Light Fixture (installed) <del>DELETE</del>	<del>27</del>	<del>EA</del>	<del>\$2,925.00</del>	<del>\$ 78,975.00</del>
Trenching	1350	LF	\$5.00	\$ 6,750.00
Wire / Conduit	1350	LF	\$2.50	\$ 3,375.00
Engineering Services	1	EA	\$20,159.00	\$ 20,159.00
Construction Staking	1	EA	\$13,440.00	\$ 13,440.00
Architectural Services	1	EA	\$15,895.00	\$ 15,895.00
One Month General Contractor G & C <del>DELETE</del>	<del>1</del>	<del>EA</del>	<del>\$12,450.00</del>	<del>\$ 12,450.00</del>
Subtotal				\$ 138,514.40
Contingency of 10%				\$ 22,932.90
TOTAL				\$ 152,365.40



DELETES PER DAVE FACKLER